

TERMS AND CONDITIONS

1. **Acceptance of terms:** The photographs which are subject of this agreement are sent on the condition that the terms stated below are agreed to in full. Holding photographs beyond five days constitutes acceptance of these terms, including agreement to the liquidated damages provision.
2. **Copyright protection/credit line.** Client acknowledges that Michael Grecco Photography owns the copyright to the photographs and agrees to take all necessary precautions to insure protection of such copyright:
 - a) For non editorial use, client will provide copyright protection by placing proper copyright notice on any use. Proper notice is: © (year) Michael Grecco of related text. Failure to include the foregoing shall result in a treble fee. Client acknowledges that such treble fee is fair and reasonable for the loss of recognition and lack of copyright protection resulting from the failure to give proper copyright notice or credit line.
 - b) For editorial use, a credit line in the form © (year) Michael Grecco shall appear adjacent to or within the photograph itself in type no smaller than that of recognition and lack of copyright protection resulting from the failure to give proper copyright notice or credit line.
3. **Scope of license.** Rights granted are for one use only (excluding buy outs). Rights granted under this license may not be assigned or transferred without written permission. Materials may not be reproduced, copied, projected, commercialized or otherwise used without express written consent.
4. **Model releases.** No model releases exist unless specified by Michael Grecco Photography. Client acknowledges that Michael Grecco Photography makes no warranty of model release for photographs supplied under this agreement.
5. **Notice and copies.** Client will provide Michael Grecco Photography with details of all photographs before use and provide Michael Grecco Photography with two free copies of all photographs appearing in print within seven days of printing.
6. **Return of photographs.** All photographs shall be returned undamaged within 30 days of client's receipt unless specifically agreed otherwise in writing by Michael Grecco Photography. Return of photographs must be by registered mail, air freight or bonded messenger, in all cases fully insured with return receipt requested. Client retains responsibility for safe return of photographs and liability for damage thereto until received by Michael Grecco Photography or his authorized agent. All photographs not returned within 30 days of receipt by the client will be subject to a holding charge of \$5.00 per week per image unless otherwise agreed in writing.
7. **Lost or damaged photographs.** The parties acknowledge that it is difficult and impractical to determine the exact value of each photograph subject to this agreement. Therefore the parties agree that the reasonable value of each original photograph lost, damaged or altered is \$1,500.00 per photograph unless another value is agreed on in writing. The parties also agree that \$100.00 is a reasonable fee for each lost or damaged duplicate photograph of which Michael Grecco Photography holds the undamaged original. Acceptance of this liquidated damages provision by client is a material consideration for delivery by Michael Grecco Photography to the client of photographs governed by this agreement.
8. **Vicarious responsibility.** Client accepts responsibility and liability for all acts of its employees, agents, assigns, messengers, printers, shippers, researchers and all others acting at its request or on its behalf.
9. **Indemnity.** Client agrees to hold Michael Grecco Photography and any other photographer harmless and to indemnify them from all claims, liabilities, damages and expenses, including reasonable attorney's fees, arising out of any use of photographs supplied by Michael Grecco Photography including, but not limited to, those arising from misuse of photographs, privacy claims and lack of model releases.
10. **Default.**
 - a) All bills are due immediately upon receipt of the described photographs and must be paid before any use is made of photographs supplied. Use prior to full payment, or any misuse, damage or loss of photographs, will be in default under this agreement.
 - b) Interest on any defaulted amount will occur from the date of first use, misuse, damage, loss or any other event until paid in full, at a rate of 1.65% monthly or the maximum rate permitted by law.
 - c) A late charge of 1.65% monthly of the defaulted amount due but not paid will be assessed on the default. This late charge is intended by both parties as fair compensation to Michael Grecco Photography for the inconvenience occasioned by the default and the cost of carrying a defaulted account.
 - d) All cost of collection of defaulted accounts, including interest and late charges, will be charged to client as an addition to the amount payable. These costs of collection include but are not limited to, reasonable attorney's fees and court costs.
11. **Governing Law.** This agreement is governed by the laws of the state of California.
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13. **Waiver.** No action of Michael Grecco Photography other than a written waiver may be construed as waiving any part of this agreement, and no written waiver may be construed as waiving any part of the agreement beyond what it specifically covers.
14. **Arbitration.**
 - a) Any controversy between the parties regarding the construction or application, and any claim arising out of this agreement or its default or breach, will be submitted to binding arbitration on written request by one party to the other.
 - b) The parties will each appoint one person to hear and determine the dispute. These two arbitrators will choose a third arbitrator whose decision will be binding on both parties. The cost of any arbitration will be allocated among the parties in the proper proportions decided by the arbitrators, based on the merits of the case and each party's good faith efforts to handle the dispute.
 - c) The arbitrators will be governed and enforced under the provisions of The California Arbitration Law, Code of Civil Procedure sections 1280 and following for any other similar successor statutes.
15. **Estimates.** All expense estimates are subject to normal trade variance of 10%.
16. **Copyright Jurisdiction.** Client hereby expressly consents to the jurisdiction of the Federal courts with respect to claims by Michael Grecco Photography under the Copyright Act of 1976, as amended.
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19. **Cancellations and postponements.**
 - a) Client is responsible for payment of all expenses incurred up to the time of cancellation, plus 50% of Michael Grecco Photography's fee, if notice of cancellation is given less than two (2) business days before the shoot date. Client will be charged 100% fee.
 - b) Weather postponements. Unless otherwise agreed, Client will be charged 100% fee if postponement is due to weather conditions while on location and 50% fee if postponement occurs before departure to location.
20. **Severability.** If any provision is found unenforceable, the remaining terms will be unaffected and will remain in force.
21. **Time is of the essence.** Times of the essence with respect to payment and return of materials.
22. **Buy-outs.** Notwithstanding any of the foregoing, "buy-outs" entitle client to multiple uses of the photos with copyright notices whenever published. Commercial exploitation of any part of any photo in any form is strictly prohibited.
23. **Entire agreement.** This agreement contains the entire agreement between client and Michael Grecco Photography. It supersedes all other agreements, oral and written, between them with respect to the photographs, and no other agreement between them for the subject matter of this agreement is valid or binding. This agreement may be modified only in a writing signed by both parties.

Form VA
For a Work of the Visual Arts
UNITED STATES COPYRIGHT OFFICE

REGISTRATION NUMBER

VA VAL
EFFECTIVE DATE OF REGISTRATION

Month Day Year

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

Title of This Work

Grecco Photography - Applegate 4

NATURE OF THIS WORK See Instructions

Photographs

Previous or Alternative Titles

Publication as a Contribution If this work was published as a contribution to a periodical, serial, or collection, give information about the collective work in which the contribution appeared. Title of Collective Work

If published in a periodical or serial give: Volume

Number

Issue Date

On Page

NAME OF AUTHOR

Michael Grecco

DATES OF BIRTH AND DEATH
Year Born 1958 Year Died

Was this contribution to the work a "work made for hire"?

☐ Yes
☒ No

Author's Nationality or Domicile

OR { Citizen of U.S.A.
Domiciled in

Was This Author's Contribution to the Work

Anonymous? ☐ Yes ☒ No
Pseudonym? ☐ Yes ☒ No

If the answer to either of these questions is "Yes," see detailed instructions.

Nature of Authorship Check appropriate box(es). See Instructions

☐ 3-Dimensional sculpture☐ Map☐ Technical drawing☐ 2-Dimensional artwork☒ Photograph(s)☐ Text☐ Reproduction of work of art☐ Jewelry design☐ Architectural work

Name of Author

Dates of Birth and Death
Year Born Year Died

Was this contribution to the work a "work made for hire"?

☐ Yes
☐ No

Author's Nationality or Domicile

OR { Citizen of
Domiciled in

Was This Author's Contribution to the Work

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Year in Which Creation of This Work Was Completed

1992

This information must be given in all cases.

Date and Notice of First Publication of This Particular Work

Complete this information ONLY if this work has been published.

Month April

Day 15

Year 1992

U.S.A.

Nation

COPYRIGHT CLAIMANT(S) Name and address must be given even if the claimant is the same as the author given in space 2.

Michael Grecco Photography, Inc.
1701 Pier Avenue
Santa Monica, CA 90405

APPLICATION RECEIVED

ONE DEPOSIT RECEIVED

TWO DEPOSITS RECEIVED

FUNDS RECEIVED

Transfer If the claimant(s) named here in space 4 is (are) different from the author(s) named in space 2, give a brief statement of how the claimant(s) obtained ownership of the copyright.

By Assignment

MORE ON BACK

- Complete all applicable spaces (numbers 1-4) on the reverse side of this page.
- See detailed instructions.
- Sign the form at the 8.

DO NOT WRITE HERE

Page 1 of _____ pages

NOTE

Under the law, the "author" of a "work made for hire" is generally the employer, not the employee (see instructions). For any part of this work that was "made for hire" check "Yes" in the space provided, give the employer (or other person for whom the work was prepared) as "Author" of that part, and leave the space for dates of birth and death blank.

See instructions before completing this space.

DO NOT WRITE HERE OFFICE USE ONLY

EXAMINED BY

FORM VA

CHECKED BY

CORRESPONDENCE
YesFOR
COPYRIGHT
OFFICE
USE
ONLY

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

PREVIOUS REGISTRATION Has registration for this work, or for an earlier version of this work, already been made in the Copyright Office?

☐ Yes ☒ No If your answer is "Yes," why is another registration being sought? (Check appropriate box.)a. ☐ This is the first published edition of a work previously registered in unpublished form.b. ☐ This is the first application submitted by this author as copyright claimant.c. ☐ This is a changed version of the work, as shown by space 6 on this application.

If your answer is "Yes," give: Previous Registration Number

Year of Registration

DERIVATIVE WORK OR COMPILATION Complete both space 6a and 6b for a derivative work; complete only 6b for a compilation.

a. Preexisting Material Identify any preexisting work or works that this work is based on or incorporates.

b. Material Added to This Work Give a brief, general statement of the material that has been added to this work and in which copyright is claimed.

DEPOSIT ACCOUNT If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of Account.

CORRESPONDENCE Give name and address to which correspondence about this application should be sent. Name/Address/Apt/City/State/ZIP

Michael Grecco
Michael Grecco Photography, Inc.
1701 Pier Avenue
Santa Monica, CA 90405

Area code and daytime telephone number (310) 452-4461

Email michael@michaelgrecco.com

Fax number (310) 452-4462

CERTIFICATION I, the undersigned, hereby certify that I am the

check only one

☐ author☐ other copyright claimant☐ owner of exclusive right(s)☐ authorized agent of

Michael Grecco Photography, Inc.

Name of author or other copyright claimant, or owner of exclusive right(s)

of the work identified in this application and that the statements made by me in this application are correct to the best of my knowledge.

Typed or printed name and date If this application gives a date of publication in space 3, do not sign and submit it before that date.

Michael Grecco, President

Handwritten signature (X)

Date 11/29/06

Certificate
will be
mailed in
window
envelope
to this
address:

Name

Michael Grecco Photography, Inc.

Number/Street Apt

1701 Pier Avenue

City/State/ZIP

Santa Monica, CA 90405

YOU MUST

• Complete all necessary spaces
• Sign your application in space 8

SEND TO: REGISTER OF COPYRIGHTS

101 INDEPENDENCE AVENUE, S.E.

WASHINGTON, D.C. 20540-4070

1. Application form

2. Nonrefundable filing fee in check or money

3. Deposit material

Library of Congress

Copyright Office

101 Independence Avenue, S.E.

Washington, D.C. 20540-4070

*17 U.S.C. § 504(e): Any person who knowingly makes a false representation of a material fact in the application for copyright registration provided for by section 405, or in any written statement filed in connection with the application, shall be fined not more than \$2,500.

Rev. August 2003—30,000 Web Rev. June 2002 Printed on recycled paper

U.S. Government Printing Office: 2003-496-005/80,029

Preview Display

Q (Charged) Wed 4:14 PM

http://everettdigitalny.com/LBD/ECMain.asp?EC=CI3XSZVKI9H0F50g.KZGJdImageId-TSDMAI-Q-100710

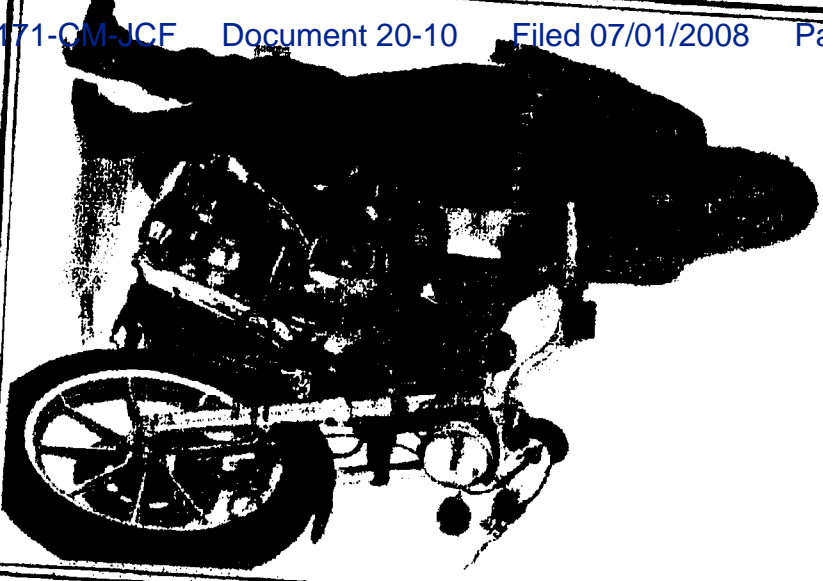


Image Id:

TSDMAI EC028

Caption:

MAINTAINED... WITH CHILDREN, Christina Applegate, 1987-1997, (c) Columbia Pictures Television/ Courtesy: Everett Collection.

High Res Stats

File Size = 2000 kb
Width in Pixels = 1800
Height in Pixels = 1200
Resolution = 300 pixels/inch
Print Width in inches = 6.00"
Print Height in inches = 4.00"

[Click to Download Preview](#)

[Go Back to Thumbnail](#)



Ship

Track/History

Address Book

Preferences

Fast Ship

Reports

My Profile

<< Log out Home

Your Shipment Details:

Quick help

Ship to:

JOY BURNS
COPYRIGHT OFFICE
101 INDEPENDENCE AVE.
SEWASHINGTON, DC
205596000
US

202-707-8239

From:

Michael Grecco
MGP, INC
1701 PIER AVENUE
SANTA MONICA, CA
90405
USTracking no:
Your reference:
Ship date:
Service Type:3104524461
798555368530
legal & professional
Dec 04 2006
Standard OvernightPackage Type:
Pickup/Drop Off:
Weight:
Dimensions:
Declared Value:
Shipper Account Number:
Bill transportation to:
Courtesy Rate Quote
List Rates:
Effective Net Discount:
Special Services:
Purpose:
Shipment Type:FedEx Box
Drop Off
1 LBS
0 x 0 x 0 in
0 USD
109850837
109850837
26.7
34.42
7.72
Direct signature required
Express

Print

Return to sender

FedEx

FedEx

FedEx

P. 8
1

TrackingUpdates@fedex.com, 12/5/06 12:04 PM -0500, FedEx Shipment 798555368530 De

Delivered-To: michael@michaeltgrecco.com
From: TrackingUpdates@fedex.com
Date: Tue, 5 Dec 2006 10:57:02 -0600 (CST)
Reply-To: <trackingmail@fedex.com>
To: <michael@michaeltgrecco.com>
Subject: FedEx Shipment 798555368530 Delivered
X-FedExNet-Message-ID: PN45336214305

This tracking update has been requested by:

Company Name: MGP, INC
Name: Michael Grecco

E-mail: michael@michaeltgrecco.com

Our records indicate that the following shipment has been delivered:

Tracking number: 798555368530
Reference: legal & professional
Ship (P/U) date: Dec 4, 2006
Dec 5, 2006 10:55 AM
Sign for by: R. WALKER
Service type: Shipping/Receiving
Packaging type: FedEx Standard Overnight
Number of pieces: 1
Weight: 2.0 LB

Shipper Information
Michael Grecco
MGP, INC
1701 PIER AVENUE
SANTA MONICA
CA
US
90405
Special handling/Services:
Deliver Weekday
Direct Signature Required

Please do not respond to this message. This email was sent from an unattended mailbox. This report was generated at approximately 10:46 AM CST on 12/05/2006.

Printed for Michael Grecco <michael@michaeltgrecco.com>

1

MICHAEL GRECCO PHOTOGRAPHY, INC.



1701 PIER AVENUE
SANTA MONICA CA 90406
TELEPHONE 310.452.4461
FACSIMILE 310.452.4462
EMAIL michael@greccophoto.com

FAX

DATE: November 14, 2007
TO: Edward Greenberg
FACSIMILE #: 212-697-2528
FROM: Rebecca Shulman
REGARDING:
PAGE 1 OF: 10

Dear Edward Greensburg,

Please find to follow a copy of the original package that was send to the copy right office for the Luke Perry photographs. Along with a copy of the client invoice and usage terms from the job.

Please let me know if you need anything else.

All the best,

Rebecca D. Shulman

ASSIGNMENT INVOICE

TO: CAROL LEFLUFY
 EDITOR
 OUTLINE PRESS
 596 BROADWAY, 11th FLOOR
 NEW YORK NY 10012
 212-226-8790

CLIENT: OUTLEFC
 INVOICE# 148
 DATE: 1/12/1990
 JOB# VIA OUTLIN

SOC. SEC.#127-48-1814

FOR:

THE HOSTS OF "TOTALY HIDDEN VIDEO" FOR FOX TELEVISION ON 9/6/90. ALSO SHOT WAS LUKE PERRY OF "THE CLASS OF BEVERLEY HILLS" FOR PUBLICITY USE.

RATE:

1 DAY (S) SHOOTING @ \$1,750.00 = \$1,750.00
 DAY (S) TRAVEL @ =

EPY 135 @ =	PKL 135 @ =	EPD 120 @ =
EPR 135 @ =	RFP 135 @ =	TMX 120 21 @ \$3.55 = \$74.55
EPP 135 @ =	RTP 135 @ =	TMY 120 @ =
EPT 135 @ =	RDP 135 @ =	PKR 120 @ =
EPD 135 @ =	RHP 135 @ =	RFP 120 @ =
EL 135 @ =	RSP 135 @ =	RTP 120 @ =
TMX 135 @ =	EPY 120 @ =	RDP 120 @ =
TMY 135 @ =	EPR 120 @ =	RHP 120 @ =
TMZ 135 @ =	EPP 120 28 @ \$6.00 = \$168.00	POL 664 @ =
PKR 135 @ =	EPT 120 @ =	POL 669 7 @ \$14.00 = \$98.00

PARKING \$8.75	TOLLS	AIRFARE
PROPS	HOTEL	STYLIST
MEALS	TAXIS	ASSISTANT \$200.00
MAKEUP	HAIR	CAR RENTAL
96 MILES @ \$0.320 =	= \$30.72	BACKGROUNDS \$112.50
PROCESSING 21 ROLLS @	\$20.00	= \$420.00
PROCESSING 28 ROLLS @	\$12.00	= \$336.00
RENTALS EQUIPMENT RENTAL		\$48.00
TELEPHONE 18 MINS ON CAR PHONE FOR SHOOT ARRANGMENTS		\$7.20
SHIPPING		
OTHER		
OTHER		
OTHER		

TOTAL \$3,253.72 SALES TAX @ 0.00% = \$0.00 FINAL TOTAL \$3,253.72
 - PAYMENT \$3,253.72 = BALANCE \$0.00

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3. **Scope of license.** Rights granted are for one use only (excluding buy-outs). Rights granted under this license may not be assigned or transferred without written permission. Materials may not be reproduced, copied, protected, cannibalized or otherwise used without express written consent. No rights are granted until payment is received by Michael Grecco Photography.
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CERTIFICATE OF REGISTRATION



OFFICIAL SEAL

This Certificate issued under the seal of the Copyright Office in accordance with title 17, United States Code, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

Marybeth Peters
REGISTER OF COPYRIGHTS
United States of America

FORM VA
For a Work of the Visual Arts
UNITED STATES COPYRIGHT OFFICE

R VA 1-220-383

SEP 22 2003

SEP 22 2003

SEP 22 2003

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

1

TITLE OF THIS WORK

NATURE OF THIS WORK See instructions

Grecco Photography - Luke Perry

Photographs

PREVIOUS OR ALTERNATIVE TITLES

Publication as a Contribution If this work was published in a periodical, serial, or collection, give information about the collective work in which the contribution appeared Title of Collective Work

If published in a periodical or serial give: Volume Number Issue Date On Page

2

NOTE

Under the law, the "author" of a "work made for hire" is generally the employer, not the employee (see instructions). For any part of this work that was "made for hire" check "Yes" in the space provided, give the employer (or other person for whom the work was prepared) as "Author" of that part, and leave the space for date of birth and death blank.

NAME OF AUTHOR

a Michael Grecco

DATES OF BIRTH AND DEATH

Year Born Year Died

1958

Was this contribution to the work a "work made for hire"?

☐ Yes

☒ No

Author's Nationality or Domicile Name of Country

OR ☒ Citizen of ☒ U.S.A.

☐ Domiciled in

Was This Author's Contribution to the Work

Anonymous? ☐ Yes ☒ No

Pseudonym? ☐ Yes ☒ No

If the answer to either of these questions is "Yes," see detailed instructions

NATURE OF AUTHORSHIP Check appropriate box(es) See instructions

☐ 3-Dimensional sculpture

☐ Map

☐ Technical drawing

☐ 2-Dimensional artwork

☒ Photograph (s)

☐ Text

☐ Reproduction of work of art

☐ Jewelry design

☐ Architectural work

NAME OF AUTHOR

b

DATES OF BIRTH AND DEATH

Year Born Year Died

Was this contribution to the work a "work made for hire"?

☐ Yes

☐ No

Author's Nationality or Domicile Name of Country

OR ☐ Citizen of ☐ Domiciled in

Was This Author's Contribution to the Work

Anonymous? ☐ Yes ☐ No

Pseudonym? ☐ Yes ☐ No

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☐ Photograph

☐ Text

☐ Reproduction of work of art

☐ Jewelry design

☐ Architectural work

3

Year in Which Creation of This Work Was Completed

1990

This information must be given in all cases.

Date and Month of First Publication of This Particular Work

Complete this information ONLY if this work has been published.

Month Year

September 26 1990

4

See instructions before completing this space

COPYRIGHT CLAIMANT(S) Name and address must be given even if the claimant is the same as the author given in space 2.

Michael Grecco Photography, Inc.
1701 Pier Avenue
Santa Monica, CA 90405

Transfer If the claimant(s) named here in space 4 is (are) different from the author(s) named in space 2, give a brief statement of how the claimant(s) obtained ownership of the copyright.

By Assignment

APPLICATION RECEIVED

SEP 22 2003

ONE DEPOSIT RECEIVED

TWO DEPOSITS RECEIVED

SEP 22 2003

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• Complete all applicable spaces (numbers 5-8) on the reverse side of this page
• See detailed instructions
• Sign the form at line 8

DO NOT WRITE HERE

Page 1 of 2

EXAMINED BY <i>W</i>	FORM VA
CHECKED BY <i>my</i>	
<input type="checkbox"/> CORRESPONDENCE Yes	FOR COPYRIGHT OFFICE USE ONLY

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

PREVIOUS REGISTRATION Has registration for this work, or for an earlier version of this work, already been made in the Copyright Office?☐ Yes ☒ No If your answer is "Yes," why is another registration being sought? (Check appropriate box.)a. ☐ This is the first published edition of a work previously registered in unpublished form.b. ☐ This is the first application submitted by this author as copyright claimant.c. ☐ This is a changed version of the work, as shown by space 6 on this application.

If your answer is "Yes," give Previous Registration Number

Year of Registration

5

DERIVATIVE WORK OR COMPILATION Complete both space 6a and 6b for a derivative work, complete only 6b for a compilation.

a. Preexisting Material Identify any preexisting work or works that this work is based on or incorporates.

6

a See instructions
before completing
this space

b. Material Added to This Work Give a brief, general statement of the material that has been added to this work and in which copyright is claimed.

b

DEPOSIT ACCOUNT If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of Account.
Name

Account Number

7

a

CORRESPONDENCE Give name and address to which correspondence about this application should be sent. Name/Address/Apt/City/State/ZIPMichael Grecco
Michael Grecco Photography, Inc.
1701 Pier Avenue
Santa Monica, CA 90405

b

Area code and daytime telephone number (310) 452-4461

Fax number (310) 452-4482

Email michael@michaelgrecco.com

CERTIFICATION I, the undersigned, hereby certify that I am the

check only one

- ☐
- author
-
- ☐
- other copyright claimant
-
- ☐
- owner of exclusive rights
-
- ☐
- authorized agent of

Michael Grecco Photography, Inc.

8

Name of author or other copyright claimant, or owner of exclusive rights
of the work identified in this application and that the statements made by me in this application are correct to the best of my knowledge.

Typed or printed name and date If this application gives a date of publication in space 3, do not sign and submit it before that date.

Michael Grecco, President

Date 8/18/03

Handwritten signature

8/18/03

Certificate
will be
mailed in
window
envelope
to this
address:

Name

Michael Grecco Photography, Inc.

Number/Street/Apt

1701 Pier Avenue

City/State/ZIP

Santa Monica, CA 90405

Instructions
• Complete all necessary spaces
• Sign your application in space 81. Application fee
2. Non-refundable filing fee (in check or money order payable to Register of Copyrights)
3. Deposit materialLibrary of Congress
Copyright Office
101 Independence Avenue, S.E.
Washington, D.C. 20540-9000

9

Attach 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

17 U.S.C. § 504: Any person who knowingly makes a false representation of a material fact in the application for copyright registration provided for by section 408, or in any written statement filed in connection with the application, shall be fined not more than \$2,000.

U.S. GOVERNMENT PRINTING OFFICE: 2000-094-879/71

U.S. GOVERNMENT PRINTING OFFICE: 1999-094-879/71

MICHAEL GRECCO PHOTOGRAPHY, INC.
201 PIERCE AVE. 3RD FLOOR
SANTA MONICA, CA 90402

8-18-03 5073

Register of Copyright
Thirty Million 20 Copyright 3d-

UNION BANK OF CALIFORNIA
201 PIERCE AVE.
SANTA MONICA, CA 90402

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1220004961 1310035463 5073

FEE CHANGES

Fees are effective through June 30, 2002. After that date, check the Copyright Office Website at www.loc.gov/copyright or call (202) 707-3000 for current fee information.

FORM VA #0079
For a Work of the Visual Arts
UNITED STATES COPYRIGHT OFFICE
REGISTRATION NUMBER

VA VAU
EFFECTIVE DATE OF REGISTRATION

Month Day Year

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

1 TITLE OF THIS WORK ▼

Grecco Photography - Luke Perry

NATURE OF THIS WORK ▼ See Instructions

Photographs

PREVIOUS OR ALTERNATIVE TITLES ▼

Publication as a Contribution If this work was published as a contribution to a periodical, serial, or collection, give information about the collective work in which the contribution appeared. Title of Collective Work ▼

If published in a periodical or serial give: Volume ▼ Number ▼ Issue Date ▼ On Pages ▼

2 NAME OF AUTHOR ▼

a Michael Grecco

DATES OF BIRTH AND DEATH

Year Born ▼ Year Died ▼
1958

Was this contribution to the work a "work made for hire"?
☐ Yes
☒ No

Author's Nationality or Domicile
Name of Country

OR { Citizen of ▼ U.S.A.
Domiciled in ▼

Was This Author's Contribution to the Work

Anonymous? ☐ Yes ☒ No

Pseudonymous? ☐ Yes ☒ No

If the answer to either of these questions is "Yes," see detailed instructions.

NATURE OF AUTHORSHIP Check appropriate box(es). See Instructions

- ☐ 3-Dimensional sculpture ☐ Map ☐ Technical drawing
☐ 2-Dimensional artwork ☒ Photograph (s) ☐ Text
☐ Reproduction of work of art ☐ Jewelry design ☐ Architectural work

NAME OF AUTHOR ▼

b

Was this contribution to the work a "work made for hire"?
☐ Yes
☐ No

Author's Nationality or Domicile
Name of Country

OR { Citizen of ▼
Domiciled in ▼

DATES OF BIRTH AND DEATH

Year Born ▼ Year Died ▼

Was This Author's Contribution to the Work

Anonymous? ☐ Yes ☐ No

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- ☐ 3-Dimensional sculpture ☐ Map ☐ Technical drawing
☐ 2-Dimensional artwork ☐ Photograph ☐ Text
☐ Reproduction of work of art ☐ Jewelry design ☐ Architectural work

3

a Year in Which Creation of This Work Was Completed
1990

This information must be given in all cases.

b Date and Nation of First Publication of This Particular Work

Complete this information ONLY if this work has been published.

Month ▼ September Day ▼ 26 Year ▼ 1990

Nation

4

See instructions before completing this space.

COPYRIGHT CLAIMANT(S) Name and address must be given even if the claimant is the same as the author given in space 2. ▼

Michael Grecco Photography, Inc.
1701 Pler Avenue
Santa Monica, CA 90405

Transfer If the claimant(s) named here in space 4 is (are) different from the author(s) named in space 2, give a brief statement of how the claimant(s) obtained ownership of the copyright. ▼

By Assignment

APPLICATION RECEIVED

ONE DEPOSIT RECEIVED

TWO DEPOSITS RECEIVED

FUNDS RECEIVED

MORE ON BACK ►

- Complete all applicable spaces (numbers 5-9) on the reverse side of this page.
• See detailed instructions. • Sign the form at line 8.

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Page 1 of _____ pages

EXAMINED BY

FORM VA

CHECKED BY

☐ CORRESPONDENCE

Yes

FOR
COPYRIGHT
OFFICE
USE
ONLY

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

PREVIOUS REGISTRATION Has registration for this work, or for an earlier version of this work, already been made in the Copyright Office?

☐ Yes ☒ No If your answer is "Yes," why is another registration being sought? (Check appropriate box.) ▼a. ☐ This is the first published edition of a work previously registered in unpublished form.b. ☐ This is the first application submitted by this author as copyright claimant.c. ☐ This is a changed version of the work, as shown by space 6 on this application.

If your answer is "Yes," give: Previous Registration Number ▼

Year of Registration ▼

5

DERIVATIVE WORK OR COMPILATION Complete both space 6a and 6b for a derivative work; complete only 6b for a compilation.

a. Preexisting Material Identify any preexisting work or works that this work is based on or incorporates. ▼

a

6

See instructions
before completing
this space.

b

b. Material Added to This Work Give a brief, general statement of the material that has been added to this work and in which copyright is claimed. ▼

a

7

b

DEPOSIT ACCOUNT If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of Account.
Name ▼ Account Number ▼

CORRESPONDENCE Give name and address to which correspondence about this application should be sent. Name/Address/Apt/City/State/ZIP ▼

Michael Grecco
Michael Grecco Photography, Inc.
1701 Pier Avenue
Santa Monica, CA 90405

Area code and daytime telephone number ▶ (310) 452-4461

Fax number ▶ (310) 452-4462

Email ▶ michael@michaelgrecco.com

CERTIFICATION* I, the undersigned, hereby certify that I am the

check only one ▶

☐ author☐ other copyright claimant☐ owner of exclusive right(s)☐ authorized agent of Michael Grecco Photography, Inc.

Name of author or other copyright claimant, or owner of exclusive right(s)

8

of the work identified in this application and that the statements made by me in this application are correct to the best of my knowledge.

Typed or printed name and date ▼ If this application gives a date of publication in space 3, do not sign and submit it before that date.

Michael Grecco, President

Date ▶ 8/18/03

Handwritten signature (X) ▼

Certificate
will be
mailed in
window
envelopes
to this
address:

Name ▼

Michael Grecco Photography, Inc.

Number/Street/Apt ▼

1701 Pier Avenue

City/State/ZIP ▼

Santa Monica, CA 90405

• Complete all necessary spaces
• Sign your application in space 81. Application on form
2. Nonrefundable filing fee in check or money (as of July 1, 2000,
order payable to Register of Copyrights
3. Deposit mailed)Library of Congress
Copyright Office
101 Independence Avenue, S.E.
Washington, D.C. 20540-6000

9

17 U.S.C. § 506(a): Any person who knowingly makes a false representation of a material fact in the application for copyright registration provided for by section 405, or in any written statement filed in connection with the application, shall be fined not more than \$2,500.

June 1995—100,000
WEB REV. June 1999

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From:	MICHAEL GRECCO MGP INC 1701 PIER AVENUE SANTA MONICA, CA 90405 US 3104524461		
Tracking Number:	790874318940		
Your reference:	copyright		
Ship date:	Aug 18 2003		
Type of service:	Standard Overnight		

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FedEx is not responsible for any claim in excess of \$100 per package, whether the reason of loss, damage, delay, non-delivery, or any other cause, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. The current FedEx Service Guide applies. Your right to recover from FedEx for any loss, including intrinsic value of the contents, is limited to the declared value, the actual cash value, the actual value of the contents, and other terms of damage whether direct, incidental, consequential, or otherwise. Recovery cannot exceed actual documented loss. Maximum for recovery of actual loss is \$100 per package. Recovery for loss of contents is limited to the actual cash value of the contents. Consult the applicable FedEx Service Guide for details.



6037 LUKE PERRY

FAX

DATE : November 14, 2007
TO : Edward Greenberg
FACSIMILE # : 212-697-2528
FROM : Rebecca Shulman
REGARDING :
PAGE 1 OF : 26

.....
Dear Edward Greensburg,

Please find to follow a copy of the original package that was send to the copy right office for the Frankenstein photographs. Along with a copy of the client invoice and usage terms from the job.

Please let me know if you need anything else.

All the best,

Rebecca D. Shulman

Please note these were send on a disk and you receive a copy of the disk in the am.

ASSIGNMENT INVOICE

TO: Maggie Hamilton
Hamilton Gray & Associates
3519 West Sixth Street
Los Angeles CA 90020
213-380-3933

INVOICE# 2863
DATE: 7/14/04
P.O.#
JOB: Frankenstein

JOB FOR: Elisabeth Sinsabaugh / USA Networks

DESCRIPTION: For photographing the movie Frankenstein in New Orleans from June 20th to the 22nd.

USE: Exclusive unlimited usage rights are granted to the client only. These rights may not be transferred to a third party. Licensor retains the copyright to all images and the right to use any images or derivative work for portfolio and promotional use.

FEE:

1 day(s) creative fee @ \$5,625.00	\$5,625.00
1 day(s) preparation @ \$2,812.50	\$2,812.50
1 day(s) traveling @ \$1,125.00	\$1,125.00
FEE TOTAL	\$9,562.50

LABOR:

3 day(s) assistant #1 with taxes and overtime @ \$467.96	\$1,403.88
1 day(s) assistant #2 with taxes and overtime @ \$448.99	\$448.99
1.00 day(s) assistant #3 with taxes and overtime @ \$448.99	\$448.99
LABOR TOTAL	\$2,301.86

MATERIALS:

1 digital capture, contact sheets, hard drives, travel time @ \$5,462.00	\$5,462.00
MATERIALS TOTAL	\$5,462.00

PRODUCTION:

Equipment rentals: digital equipment, strobe, and grip equipment	\$1,090.00
Expendables: tape, gels, filters, batteries, cinefoil, etc.	\$100.00
Catering & crew meal(s) with producers and talent	\$768.02
Airfare with extra baggage	\$4,040.00
Hotel	\$909.61
Van rental(s)	\$253.65
Gratuities	\$249.00
Taxis for 2 sets of people with 23 cases total	\$304.00
Phone, faxes & cell charges: local & long distance.	\$45.70
PRODUCTION TOTAL	\$7,759.98

TERMS: Full payment is due upon receipt of this invoice. Final billing reflects actual, not estimated expenses, plus applicable taxes. All fees and charges in this invoice are for the service(s) and/or licensing described above. Fees for licensing of additional available rights will be quoted upon request. A late payment charge of 1.5% per month applies after 7/24/2004.

SUBTOTAL	\$25,086.34
SALES TAX @ 0.00%	\$0.00
FINAL TOTAL	\$25,086.34
ADVANCE	\$25,086.34

Michael Grecco, President (Licensor)

Date

BALANCE U.S. \$0.00

Please make checks payable to "Michael Grecco Photography Inc.", E.I.N.: 95-4664141.

1. **DEFINITIONS:** This Agreement is by and between Michael Grecco Photography, Inc., a California corporation ("Licensor") and the commissioning party (the "Client") named on the front of this Agreement, which includes Client's representatives. Licensor's relationship with Client is that of an independent contractor. "Image(s)" means the visual and/or other forms of materials or digital information supplied by Licensor to Client. Licensor is the sole creator of the Image(s). The Image(s) are Licensor's interpretation, rather than a literal copy of any concepts or layouts provided to Licensor by Client. "Service(s)" means the photography and/or related digital or other services described on the front of this Agreement that Client is specifically commissioning Licensor to perform pursuant to this Agreement. "Transmit" or "Transmission" means distribution by any device or process whereby a copy of an Image is fixed beyond the place from which it was sent. "Copyright Management Information" means the name and other identifying information of Licensor, terms and conditions for uses of the Images, and such other information that Licensor may prescribe.
2. **FEES, CHARGES AND ADVANCES:** Client and Client's representatives are jointly and severally responsible for full payment of all fees, charges and advances. The rights licensed, fees, charges and advances set forth in this Agreement apply only to the original specification of the Services. Additional fees and charges shall be paid by Client for any subsequent changes, additions or variations requested by Client. All advance payments are due prior to production.
3. **POSTPONEMENTS AND CANCELLATIONS:** If Client postpones or cancels any photography "shoot date" or other Service, in whole or in part, without first obtaining Licensor's written consent, Client shall pay Licensor 50% of Licensor's quoted fees. If Client postpones or cancels with less than two business days' prior written notice to Licensor, Client shall pay 100% of Licensor's quoted fees. Client shall in any event pay all expenses and charges incurred in connection with any postponed or canceled shoot date or other Service.
4. **FORCE MAJEURE:** Licensor shall not be in default of this Agreement by reason of its delay in the performance of or failure to perform, in whole or in part, any of its obligations hereunder, if such delay or failure results from occurrences beyond its reasonable control and without its fault or negligence. Client will pay 100% of Licensor's daily weather delay fee (as set forth on the front of this Agreement) for any delays due to weather conditions or any acts or occurrences beyond Licensor's reasonable control, plus all charges incurred.
5. **CLIENT APPROVAL:** Client is responsible for having its authorized representative present during all "shooting" and other appropriate phases of the Service(s) to approve Licensor's interpretation of the Service(s). If no representative is present, Licensor's interpretation shall be accepted. Client shall be bound by all approvals and job changes made by Client's representatives.
6. **OVERTIME:** In the event any Services extend beyond eight consecutive hours in one day, Client shall pay overtime for crew members and assistants at the rate of 1-1/2 times their hourly rates or fees, and if the Services extend beyond 12 hours in one day, Client shall pay overtime for crew members and assistants at the rate of double their regularly hourly rates or fees.
7. **RESHOTS:** Client shall pay 100% of Licensor's fees and charges for any reshooting or redoing of Services requested by Client. If the Image(s) become lost or unusable by reason of defects, damage, equipment malfunction, processing, or any other technical error, prior to delivery of the Image(s) to Client, Licensor will perform appropriate Service(s) again without additional fees, provided Client advances and pays all charges, and pays all fees and charges in connection with the initial Services.
8. **LIMITATION OF LIABILITY AND INDEMNITY:** Even if Client's exclusive remedy fails of its essential purpose, Licensor's entire liability shall in no event exceed the license fee paid to Licensor. UNDER NO CIRCUMSTANCES SHALL LICENSOR BE LIABLE FOR GENERAL, CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES ARISING FROM THIS AGREEMENT, THE SERVICE(S), THE IMAGE(S) OR ANY ACTS OR OMISSIONS OF LICENSOR. Client shall indemnify, defend and hold Licensor and Licensor's representatives harmless from: any and all claims, liabilities, damages, and expenses of any nature whatsoever, including actual attorneys' fees, costs of investigation, and court costs arising from or relating to Client's direct or indirect use of the Image(s) or in connection with Licensor's reliance on any representations, instructions, information, or materials provided or approved by Client.
9. **RIGHTS LICENSED:** The licensed rights are transferred only upon: (a) Client's acceptance of all terms contained in this Agreement, (b) Licensor's receipt of full payment, and (c) the use of proper copyright notice and other Copyright Management Information requested or used by Licensor in connection with the Image(s). Licensor is willing to license the Image(s) to Client only upon the condition that Client accepts all of the terms of this Agreement. Unless otherwise specifically stated on the front of this Agreement, all licenses are non-exclusive, the duration of any license is one year from the date of Licensor's invoice and is for English language use in the United States of America only. Licensor reserves all rights in the Image(s) of every kind and nature, including, without limitation, electronic publishing and use rights, in any and all media, throughout the world, now existing and yet unknown, that are not specifically licensed or transferred by this Agreement. No license is valid unless signed by Licensor. Client shall not assign any of its rights or obligations under this Agreement. This Agreement shall not be assignable or transferrable without the prior written consent of Licensor and provided that the assignee or transferee agrees in writing to be bound by all of the terms, conditions, and obligations of this Agreement. Any voluntary assignment or assignments by operation of law of any rights or obligations of Client shall be deemed a default under this Agreement allowing Licensor to exercise all remedies including, without limitation, terminating this Agreement, the right to all net worth or financial information of any assignee and the fullest extent of adequate assurances of future performance. Upon request by Licensor Client shall provide Licensor with a full and complete disclosure of any and all uses of each Image and provide Licensor with two (2) copies, without charge, of each and every use of each Image.
10. **RETURN OF IMAGE(S):** Client assumes all risk for all Image(s) supplied by Licensor to Client, from the time of Client's receipt, to the time of the safe return receipt of the Image(s) to the possession and control of Licensor. If no return date appears on the front of this Agreement or on any related delivery memo, Client shall return all Image(s) in undamaged, unaltered and unretouched condition within 30 days after the first publication or use of the Image(s), whichever occurs first.
11. **LOSS OR DAMAGE:** IN CASE OF LOSS OR DAMAGE OF ANY ORIGINAL IMAGE(S), CLIENT AND LICENSOR AGREE THAT THE REASONABLE VALUE OF EACH ORIGINAL IMAGE IS \$2,500. Once original Image(s) are lost or damaged it is extremely difficult and impracticable to fix their exact individual value. Accordingly, Licensor and Client agree that the reasonable liquidated value of each original Image is \$2,500. Client agrees to pay Licensor \$2,500 for each lost or damaged original Image and Licensor agrees to limit Licensor's claim to that amount, without regard to the actual value of such Image. An Image shall be considered an original if no high reproduction quality duplicate of that Image exists.
12. **PAYMENT AND COLLECTION TERMS:** Invoices from Licensor are payable upon receipt by Client. The unpaid amount of any invoice, within 10 days of the mailing date of the invoice, will incur a late payment charge of 1-1/2% per month but not in excess of the lawful maximum. In any action to enforce the terms of this Agreement, the prevailing party shall be entitled to recover their actual attorneys' fees, court costs and all other nonreimbursable litigation expenses such as expert witness fees and investigation expenses. No lawsuits pertaining to any matter arising under or growing out of this Agreement shall be instituted in any place other than the state of Licensor's principal place of business.
13. **TAX:** Client shall pay and hold Licensor harmless on account of any sales, use, or other taxes or governmental charges of any kind, however denominated, imposed by any government, including any subsequent assessments, in connection with this Agreement, the Image(s), the Service(s) or any income earned or payments received by Licensor hereunder. To the extent that Licensor may be required to withhold or pay such taxes Client shall promptly thereafter furnish Licensor with funds in the full amount of all the sums withheld or paid.
14. **RELEASES:** NO MODEL, PROPERTY, TRADEMARK, OR OTHER SUCH RELEASE EXISTS FOR ANY IMAGE(S) UNLESS LICENSOR SUBMITS TO CLIENT A SEPARATE RELEASE SIGNED BY A THIRD-PARTY MODEL OR PROPERTY OWNER.
15. **ELECTRONIC RIGHTS:** No electronic publishing or use of any kind is licensed unless specifically stated on the front of this Agreement. The use rights reserved by Licensor include, without limitation, all rights of publication, distribution, display or Transmission in electronic and digital media of any kind, now existing and yet unknown. Any rights licensed by Licensor for any publication in a collective work exclude all use rights for any kind of revision of that collective work including any later collective work in the same series.
16. **MODIFICATIONS, GOVERNING LAW AND MISCELLANEOUS:** This Agreement sets forth the entire understanding and agreement between Licensor and Client regarding the Service(s) and/or the Image(s). This Agreement supersedes any and all prior representations and agreements regarding the Service(s) and/or the Image(s), whether written or verbal. Neither Licensor nor Client shall be bound by any purchase order, term, condition, representation, warranty or provision other than as specifically stated in this Agreement. No waiver or modification may be made to any term or condition contained in this Agreement unless in writing and signed by Licensor. Waiver of any one provision of this Agreement shall not be deemed to be a waiver of any other provision of this Agreement. Any objections to the terms of this Agreement must be made in writing and delivered to Licensor within ten days of the receipt of this Agreement by Client or Client's representative, or this Agreement shall be binding. Notwithstanding anything to the contrary, no Image(s) may be used in any manner without Licensor's prior written consent, and Client's holding of any image(s) constitutes Client's complete acceptance of this Agreement. The formation, interpretation, and performance of this Agreement shall be governed by the laws of the state of California, excluding the conflict of laws rules of California. All paragraph captions in this Agreement are for reference only, and shall not be considered in construing this Agreement. This Agreement shall be construed in accordance with its terms and shall not be construed more favorably for or more strongly against Licensor or Client.

ASSIGNMENT DELIVERY MEMO

TO: Brenda Hurst
Print Advertising
Nbc Universal
3000 W Alameda, Room C195
Burbank CA 91523
Usa
818-840-4783

MEMO# D2749
DATE: 6/23/04
P.O.#
JOB: Frankenstein

REP/AGENT: Maggie Hamilton / Hamilton Gray & Associates

DESCRIPTION: Cast of the TV film Frankenstein, photographed on 6/21/04 in New Orleans.
Vincent Perez, Parker Posey, Adam Goldberg, Thomas Kretschmann, Ivana Milicevic.

USE: Exclusive unlimited usage rights are granted to the client only. These rights may not be transferred to a third party. Licensor retains the copyright to all images and the right to use any images or derivative work for portfolio and promotional use.

MODEL RELEASE: None

All photos © Michael Grecco Photography, Inc./ Icon.

The enclosed image(s), listed below are submitted pursuant to the terms and conditions of Licensor's related invoice and/or estimate.

MATERIALS DELIVERED:

Color contact sheet(s)	72
Hard Drive containing 989 Hi Resolution Images and thumbnails	1

TERMS OF DELIVERY:

TOTAL PIECES DELIVERED: 73

1. Please check the image count and sign and return a copy of this Agreement to Licensor. The image count shall be considered correct unless Licensor is informed immediately of any alleged discrepancy.
2. The image(s) shall be returned to Licensor by 6/24/2004.
3. Submission is conditioned on return of all images undamaged. Client assumes all risk for the safe, prepaid return to Licensor. Proof of return delivery should be made.
4. In case of loss or damage of any original image(s), Client and Licensor agree that the reasonable value of each original image is \$2,500.00. An image shall be considered an original if no high reproduction quality duplicate of the image exists.
5. NO MODEL, PROPERTY, TRADEMARK, OR OTHER SUCH RELEASE EXISTS FOR ANY IMAGE(S) UNLESS LICENSOR SUBMITS TO CLIENT A SEPARATE RELEASE SIGNED BY A THIRD-PARTY MODEL OR PROPERTY OWNER.

RETURN ALL MATERIAL TO:

Michael Grecco
Michael Grecco Photography, Inc.
1701 Pier Avenue
Santa Monica, CA 90405
310-452-4461

ACKNOWLEDGED AND ACCEPTED BY **DATE**

ASSIGNMENT DELIVERY MEMO

TO: Roger Motti
Account Executive
Art Machine
9724 Washington Blvd., #203
Culver City CA 90232
310-845-1626

MEMO# D2752
DATE: 6/30/04
P.O.#
JOB: Frankenstein

.....
REP/AGENT: Maggie Hamilton / Hamilton Gray & Associates

DESCRIPTION: Cast of the TV film Frankenstein, photographed on 6/21/04 in New Orleans.
Vincent Perez, Parker Posey, Adam Goldberg, Thomas Kretschmann, Ivana Milicevic.

USE: Exclusive unlimited usage rights are granted to the client only. These rights may not be transferred to a third party. Licensor retains the copyright to all Images and the right to use any Images or derivative work for portfolio and promotional use.

MODEL RELEASE: None

All photos © Michael Grecco Photography, Inc./ Icon.

The enclosed Image(s), listed below are submitted pursuant to the terms and conditions of Licensor's related invoice and/or estimate.

MATERIALS DELIVERED:

Hard Drive containing 989Hi Resolution Images and thumbnails 1

TERMS OF DELIVERY:

TOTAL PIECES DELIVERED: 1

1. Please check the Image count and sign and return a copy of this Agreement to Licensor. The Image count shall be considered correct unless Licensor is informed immediately of any alleged discrepancy.
2. The Image(s) shall be returned to Licensor by 6/24/2004.
3. Submission is conditioned on return of all Images undamaged. Client assumes all risk for the safe, prepaid return to Licensor. Proof of return delivery should be made.
4. In case of loss or damage of any original Image(s), Client and Licensor agree that the reasonable value of each original Image is \$2,500.00. An Image shall be considered an original if no high reproduction quality duplicate of the Image exists.
5. NO MODEL, PROPERTY, TRADEMARK, OR OTHER SUCH RELEASE EXISTS FOR ANY IMAGE(S) UNLESS LICENSOR SUBMITS TO CLIENT A SEPARATE RELEASE SIGNED BY A THIRD-PARTY MODEL OR PROPERTY OWNER.

RETURN ALL MATERIAL TO:

Michael Grecco
Michael Grecco Photography, Inc.
1701 Pier Avenue
Santa Monica, CA 90405
310-452-4461

.....
ACKNOWLEDGED AND ACCEPTED BY **DATE**

ASSIGNMENT DELIVERY MEMO

TO: Tara Rice
Account Executive
Cold Open
1313 Innes Place
Venice CA 90291
310-399-3307

MEMO# D2753
DATE: 6/30/04
P.O.#
JOB: Frankenstein

REP/AGENT: Maggie Hamilton / Hamilton Gray & Associates

DESCRIPTION: Cast of the TV film Frankenstein, photographed on 6/21/04 in New Orleans.
Vincent Perez, Parker Posey, Adam Goldberg, Thomas Kretschmann, Ivana Milicevic.

USE: Exclusive unlimited usage rights are granted to the client only. These rights may not be transferred to a third party. Licensor retains the copyright to all images and the right to use any images or derivative work for portfolio and promotional use.

MODEL RELEASE: None

All photos © Michael Grecco Photography, Inc./ Icon.
The enclosed image(s), listed below are submitted pursuant to the terms and conditions of Licensor's related invoice and/or estimate.

MATERIALS DELIVERED:

Hard Drive containing 989Hi Resolution Images and thumbnails	1
TERMS OF DELIVERY:	TOTAL PIECES DELIVERED:
	1

1. Please check the Image count and sign and return a copy of this Agreement to Licensor. The Image count shall be considered correct unless Licensor is informed immediately of any alleged discrepancy.
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5. NO MODEL, PROPERTY, TRADEMARK, OR OTHER SUCH RELEASE EXISTS FOR ANY IMAGE(S) UNLESS LICENSOR SUBMITS TO CLIENT A SEPARATE RELEASE SIGNED BY A THIRD-PARTY MODEL OR PROPERTY OWNER.

RETURN ALL MATERIAL TO:

Michael Grecco
Michael Grecco Photography, Inc.
1701 Pier Avenue
Santa Monica, CA 90405
310-452-4461

ACKNOWLEDGED AND ACCEPTED BY **DATE**

FEE CHANGES

Fees are effective through June 30, 2002. After that date, check the Copyright Office Website at www.loc.gov/copyright or call (202) 707-3000 for current fee information.

FORM VA

For a Work of the Visual Arts
UNITED STATES COPYRIGHT OFFICE

REGISTRATION NUMBER

VA VAU
EFFECTIVE DATE OF REGISTRATION

Month Day Year

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

TITLE OF THIS WORK

Grecco Photography 6/4/04 to 6/30/04

NATURE OF THIS WORK
Photographs

PREVIOUS OR ALTERNATIVE TITLES

Publication as a Contribution If this work was published as a contribution to a periodical, serial, or collection, give information about the collective work in which the contribution appeared Title of Collective Work

If published in a periodical or serial give: Volume Number Issue Date On Page

NAME OF AUTHOR

a Michael Grecco Photography, Inc.

DATES OF BIRTH AND DEATH
Year Born Year Died

Was this contribution to the work a "work made for hire"?
☒ Yes
☐ No

Author's Nationality or Domicile
Name of Country
OR Citizen of U.S.A.
Domiciled in

Was This Author's Contribution to the Work
Anonymous? ☒ Yes ☐ No
Pseudonym? ☐ Yes ☒ No
If the answer to either of these questions is "Yes," see detailed instructions.

NATURE OF AUTHORSHIP Check appropriate box(es). See instructions

- ☐ 3-Dimensional sculpture ☐ Map ☐ Technical drawing
☐ 2-Dimensional artwork ☒ Photograph(s) ☐ Text
☐ Reproduction of work of art ☐ Jewelry design ☐ Architectural work

NAME OF AUTHOR

b Was this contribution to the work a "work made for hire"?
☐ Yes
☐ No

Author's Nationality or Domicile
Name of Country
OR Citizen of
Domiciled in

DATES OF BIRTH AND DEATH
Year Born Year Died

Was This Author's Contribution to the Work
Anonymous? ☐ Yes ☐ No
Pseudonym? ☐ Yes ☐ No
If the answer to either of these questions is "Yes," see detailed instructions.

NATURE OF AUTHORSHIP Check appropriate box(es). See instructions

- ☐ 3-Dimensional sculpture ☐ Map ☐ Technical drawing
☐ 2-Dimensional artwork ☐ Photograph ☐ Text
☐ Reproduction of work of art ☐ Jewelry design ☐ Architectural work

3 a Year in Which Creation of This Work Was Completed 2004

This information must be given in all cases.

b Date and Nation of First Publication of This Particular Work
Complete this information ONLY if this work has been published.
Month Day Year

4 COPYRIGHT CLAIMANT(S) Name and address must be given even if the claimant is the same as the author given in space 2.

Michael Grecco Photography, Inc.
1701 Pier Avenue
Santa Monica, CA 90405

APPLICATION RECEIVED

ONE DEPOSIT RECEIVED

TWO DEPOSITS RECEIVED

FUNDS RECEIVED

MORE ON BACK

- Complete all applicable spaces (numbers 5-9) on the reverse side of this page.
- See detailed instructions.
- Sign the form at line 8.

DO NOT WRITE HERE

Page 1 of pages

EXAMINED BY _____ FORM VA
 CHECKED BY _____
☐ CORRESPONDENCE
 Yes _____
 FOR COPYRIGHT OFFICE USE ONLY

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

PREVIOUS REGISTRATION Has registration for this work, or for an earlier version of this work, already been made in the Copyright Office?

☒ Yes ☐ No If your answer is "Yes," why is another registration being sought? (Check appropriate box.) ▼

a. ☐ This is the first published edition of a work previously registered in unpublished form.

b. ☐ This is the first application submitted by this author as copyright claimant.

c. ☐ This is a changed version of the work, as shown by space 6 on this application.

If your answer is "Yes," give: Previous Registration Number ▼

Year of Registration ▼

5

DERIVATIVE WORK OR COMPILATION Complete both space 6a and 6b for a derivative work; complete only 6b for a compilation.

a. Preexisting Material Identify any preexisting work or works that this work is based on or incorporates. ▼

b. Material Added to This Work Give a brief, general statement of the material that has been added to this work and in which copyright is claimed. ▼

a. See instructions before completing this space.

b

6

DEPOSIT ACCOUNT If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of Account.

Name ▼

Account Number ▼

a

b

7

CORRESPONDENCE Give name and address to which correspondence about this application should be sent. Name/Address/Apt/City/State/ZIP ▼

Michael Grecco
 Michael Grecco Photography, Inc.
 1701 Pier Avenue
 Santa Monica, CA 90405

Area code and daytime telephone number ▶ (310) 452-4461

Email ▶ michael@michaelgrecco.com

Fax number ▶ (310) 452-4462

CERTIFICATION I, the undersigned, hereby certify that I am the

check only one ▶

☐ author

☐ other copyright claimant

☐ owner of exclusive right(s)

☐ authorized agent of Michael Grecco Photography, Inc.

Name of author or other copyright claimant, or owner of exclusive right(s)

of the work identified in this application and that the statements made by me in this application are correct to the best of my knowledge.

Typed or printed name and date ▼ If this application gives a date of publication in space 3, do not sign and submit it before that date.

Michael Grecco, President

Date ▶ 6/30/04

Handwritten signature (X) ▼

Certificate will be mailed in window envelope to this address:

Name ▼

Michael Grecco Photography, Inc.

Number/Street/Apt ▼

1701 Pier Avenue

City/State/ZIP ▼

Santa Monica, CA 90405

YOU MUST

• Complete all necessary spaces

• Sign your application in space 6

• Attach all necessary documents

• Pay the filing fee

1. Application form

2. Non-refundable filing fee in check or money

order payable to Register of Copyrights

3. Deposit material

USE TO

Library of Congress

Copyright Office

101 Independence Avenue, S.E.

Washington, D.C. 20540-0000

9

*17 U.S.C. § 506(e) Any person who knowingly makes a false representation of a material fact in the application for copyright registration provided for by section 408, or in any written statement filed in connection with the application, shall be fined not more than \$2,500.

June 1999—100,000
 WEB REV: June 1999

PRINTED ON RECYCLED PAPER

*U.S. GOVERNMENT PRINTING OFFICE: 1998-454-879/71

Notes

D-Memo #	Date	Job Title	Description
D2748	6/23/2004	Frankenstein	Cast of the TV film Frankenstein, photographed on 6/21/04 in New Orleans. Vincent Perez, Parker Posey, Adam Goldberg, Thomas Kretschmann, Ivana Milicevic.
D2749	6/23/2004	Frankenstein	Cast of the TV film Frankenstein, photographed on 6/21/04 in New Orleans. Vincent Perez, Parker Posey, Adam Goldberg, Thomas Kretschmann, Ivana Milicevic.
D2750	6/28/2004	Campbell's Chili	Photographing Campbell's Chili ad with a "Cheese Head" (Green Bay Packers fan) and four chili-cans at the bottom of the ad. In studio, on white seamless.
D2751	6/28/2004	Jane Monheit 2004	Portrait of Jane Monheit in the Oak Room at the Algonquin Hotel on June 25, 2004 shot for Men's Health/Best Life photographed on
D2752	6/30/2004	Frankenstein	Cast of the TV film Frankenstein, photographed on 6/21/04 in New Orleans. Vincent Perez, Parker Posey, Adam Goldberg, Thomas Kretschmann, Ivana Milicevic.
D2753	6/30/2004	Frankenstein	Cast of the TV film Frankenstein, photographed on 6/21/04 in New Orleans. Vincent Perez, Parker Posey, Adam Goldberg, Thomas Kretschmann, Ivana Milicevic.
D2754	6/30/2004	ACLU	Portrait of Producer Lawrence Bender in Downtown Los Angeles, photographed on 6/28/04
D2755	6/30/2004	Coming	Portraits of Execs at Coming Glass. CEO, Jamie Houghton, President Wendie Weeks photographed on 6/22-23/04 in Coming, NY

Also, all CULLED IMAGES SHOT ON 6/18/04

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